

DISTRIBUTED

7/22/16 to Procurement

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, ORDINANCES AND MOU'S 8 2016
FOR PURCHASING USE ONLY

Tracking#

Contract#

Actual BOC Date:

ORIGINAL

FOR USE BY THE USER DEPARTMENT

Department: Water Treatment Contact Name & Extension: Vernoy Murray 7472
 Project Title and Brief Summary: Contract for Sodium Chloride (Solar Salt) used to make .8 % Sodium Hypochlorite
 Term of Contract and/or Project: 12 months with option to renew two (2) additional 12 months periods
 Vendor Name: Univar USA Inc. Contact: Linda Campbell, Municipal Specialist
 Address/Phone#: 4 Steel Road East, Morrisville, PA 19067 215-428-6444 or 4051
 Contract \$ Estimated 37,800 Funding Source and Account Number #: 505-4430-531100-44
 Priority: NEXTBOCKMTG / 30 / 60 / 90 (Choose One) Comments/Justify NEXTBOCKMTG:
 Director/Elected Official Signature: [Signature] Date: 7/15/2016

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 7/22/16 Date and Time: 8/1/16
☒ ITB ☐ RFP ☒ Agreement/Contract ☐ Change Order No ☐ GSA/SWC
☐ Approved Sole Source ☐ Other (specify):
 Projected BOC Meeting Date:
 Comments/Notes: Bid # 16-16
 Procurement Officer Signature: [Signature: Jena Malone]

FOR USE BY THE DIRECTOR OR FINANCE

with cost pricing

Date and Time Received: 8-1-16 Date and Time Out: 8-10-16
 Funding Source: WTS Fund Budget Amount: Est \$37,800
 Finance Officer Signature: [Signature: R Miller]

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 8/1/16
☐ Returned to Purchasing with comments Date and Time Out:
 Comments:
☐ Received from reroute (if applicable): Date and Time In:
☒ Approved as to form and Returned to Purchasing Date and Time Out: 8/5/16
 County Attorney Signature: [Signature]

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: Date and Time Out:
☐ Approved for Agenda Placement and Forwarded to County Clerk Agenda Date:
 Comments/Notes:
 Chief of Staff Signature:

2016-295



Rockdale County Board of Commissioners

Priority:
RUSH/30/60/90

Agenda Item Summary: Item #

MEETING DATE:

Requesting Department

Rockdale Water Resources

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

New Contract – Univar USA, Inc – Unit Price contract

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)

☐

Yes

☒

No

Summary & Background

(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

To provide Sodium Chloride (Solar Salt) used to Sodium Hypochlorite in water treatment process

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

505-4430-531100-44

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Please see contract to provide incidental scope of services and unit cost

Source of Additional Information

(Type Name, Title, Department and Phone)

Department Head/Director's Approval

Typed Name and Title

Dwight Wicks / Director – RWR

Phone

770-278-7411

Signature

Date

7-21-2016

Chief of Staff
Approval

Contract # _____

CHEMICAL SUPPLY AGREEMENT

This Agreement is made as of the _____ day of _____, 2016, between Univar USA Inc. a Washington corporation qualified to do business in the State of Georgia, ("Seller"), whose address is 4 Steel Road East, Morrisville, PA 19067, and Rockdale County, Georgia, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 ("Buyer").

1. Sale and Purchase

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, **Sodium Chloride (Solar Salt)**, (hereinafter "Product") for use at the Rockdale County Water Treatment Plant located at 3090 Gees Mill Road, Conyers, Georgia 30013 ("Designated Location").

2. Term and Termination

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for one (1) year ("Term"), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month terms.
- 2.2 Either party may terminate this Agreement with respect to each Product by giving no less than fifteen (15) days prior written to the other party.

3. Specifications

All Product delivered by Seller shall conform to the specifications set forth in the Attachment(s).

4. Delivery

- 4.1 Product shall be delivered by Seller F.O.B Destination.
- 4.2 Delivery must be received within seven (7) days of order guaranteed unless otherwise agreed to by the Buyer. Unless otherwise directed all deliveries can be made 24/7 to Rockdale Water Treatment Plant, 3090 Gees Mill Road. Conyers, Georgia 30012

5. Price and Charges for Product and Service(s)

- 5.1 All pricing is fixed through the term of this Agreement and shall be set forth in Seller's Bid, dated May 11, 2016, attached hereto and made a part hereof.

6. Invoicing and Payment

Seller may invoice Buyer for any applicable Unit Price and Surcharges as each delivery of Product is made, or monthly, at Seller's discretion. Invoices for the Monthly Charges and for other sum due hereunder, shall be submitted monthly. All payments due Seller hereunder shall be made to Seller at the location indicated on the invoice. All invoices shall be payable net 30 days. The timely payment by Buyer of all amounts due and owing to Seller hereunder, is an express condition to the continued performance by Seller of its obligations hereunder.

7. Warranty

Seller warrants that the Product shall conform to the specifications and express warranties set forth in the Attachment(s) and the time of delivery, Seller shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances. THE FOREGOING WARRANTY IS THE SOLE WARRANT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnity

Each party hereby agrees to indemnify and hold harmless the other party from and form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product or Equipment supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

9. Limitation of Liability

- 9.1 Buyer acknowledges that there are hazards associated with the use of the Product, that it understand such hazards, and that it is responsibility of Buyer to warn and protect its employees and others exposed to such hazard through Buyer's storage and use of the Product. Seller shall provide Buyer with copies of Material Safety Data Sheets relating to the Product for Buyer to make such warning, and Buyers shall hold harmless, indemnify and defend Seller from and against any liability incurred by Seller because such warnings were not made. Buyer assumes all risk and liability for loss, damages or injury to persons or to property of Buyer or others arising out of the presence or use of the Product.
- 9.2 No claim of any kind with respect to non-delivery of Product shall be greater than the Unit Price payable hereunder for the Product in respect to which such claim is made and Buyer's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming Product shall be replacement by Seller of a like quantity of conforming Product at no additional cost to Buyer.
- 9.3 Seller shall not be liable in contract or tort (including negligence and strict liability) for any other direct, or any direct, special, incidental or consequential damages arising out of its performance or non-performance hereunder.

10. Force Majeure

- 10.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 10.2 Either party affected by an event described in Paragraph 17.1, shall, promptly up learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize it effect.
- 10.3 If any event within Paragraph 17.1 shall only partially reduce Seller's ability to produce or deliver Product, then Seller may prorate its available supply among Buyers and Seller's other customers in a fair and equitable manner.

11. Other Supply Source

- 11.1 If Seller is unable to supply any of Buyer's requirement for Product, Buyer may, with Seller's approval (which approval shall not be unreasonably withheld), purchase such requirements from other qualified vendors and have the same delivered into any storage equipment during such period of Seller's inability.

12. General Provisions

- 12.1 This Agreement is subject to acceptance by a duly authorized representative of Seller.
- 12.2 This instrument together with any terms and conditions of Seller's Attachments(s) hereto constitutes the entire agreement between the parties. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms of Buyers issued with respect to this transaction shall alter the terms hereof any objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind Seller unless in writing and signed and accepted a duly authorized representative of Seller.
- 12.3 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 12.4 If any provision of this Agreement is held invalid by any law and /or regulation, all other provisions hereof shall continue in full force and effect.
- 12.5 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of laws provisions.
- 12.6 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Attachment shall govern.

Rockdale County, Georgia
Board of Commissioners

Univar USA, Inc.

By: _____
Richard A. Oden, Chairman

By: _____

Name: _____

Title: _____

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to form:

By: _____
M.Qader A. Baig, County Attorney